

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

McLeodUSA Telecommunications)
Services, Inc.)
)
Petition for Arbitration of Interconnection) No. 01-0623
Rates Terms and Conditions and Related)
Arrangements With Illinois Bell Telephone)
Company d/b/a Ameritech Illinois)
Pursuant to Section 252(b) of the)
Telecommunications Act of 1996)

DIRECT TESTIMONY

OF

MARCIA STANEK

ON BEHALF OF

AMERITECH ILLINOIS

October 24, 2001

OFFICIAL FILE

I.C.C. DOCKET NO. 01-0623

Ameritech Illinois Exhibit No. 1

Witness MARCIA STANEK

Date 11/19/01 Reporter [Signature]

ISSUE 63

1 Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.

2 A. Marcia Stanek, Manager, SBC-Ameritech, 350 N. Orleans Street, Chicago, Illinois
3 60654.

4 Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL BACKGROUND
5 AND YOUR CURRENT JOB RESPONSIBILITIES.

6 A. I have a B.A. from Smith College and an M.B.A. from Keller Graduate School of
7 Management. In 1979 I joined Illinois Bell (Ameritech Illinois) where I have held
8 various assignments in both retail and wholesale Marketing, as well as in the Regulatory
9 Department. My current position is in Network Regulatory Policy and Planning, where I
10 am responsible for issues related to pole, duct, conduit and right-of-way arrangements
11 between SBC-Ameritech and CLECs.

12 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

13 A. I explain Ameritech's position with regard to Issue 63 in this arbitration. Issue 63
14 concerns a provision in the Poles, Conduits and Right-of-Way Appendix.

15 Q. WHAT LANGUAGE IS IN DISPUTE IN THE POLES, CONDUITS AND RIGHTS-OF-
16 WAY APPENDIX?

17 A. Section 11.1.2.3. MTSI's proposal is: "*From and after the commencement of*
18 *installation of the Overlashed Facility*, the Overlashed Facility shall be treated as the
19 facility of the Attaching Party with respect to the provisions of this Appendix and
20 Agreement." Ameritech cannot agree to the italicized phrase.

21 Q. WHY?

22 A. MTSI's language would preclude Ameritech from asserting a review function before the
23 actual overlapping of the facility, and would thus put Ameritech in an ex post facto

24 compliance enforcement position. Ameritech has to be allowed to review the proposed
25 overlashed facility before the actual construction is done.

26 Q. HAS THE FCC ISSUED ANY ORDERS ON OVERLASHING?

27 A. Yes, the FCC discusses overlashing in Consolidated Partial Order on Reconsideration
28 (FCC 01-170, 5/01). In paragraphs 73 and 75, the Order states that third party
29 overlashing is subject to “safety, reliability, and engineering constraints.” In
30 paragraph 75, the Order says the attacher must pay make ready costs to replace or
31 reinforce the pole, if necessary to accommodate the overlashed facility. But a pole owner
32 cannot possibly assess the safety, reliability or engineering constraints or determine
33 whether make-ready is necessary if it does not have notice before installation of the
34 overlashed facility. Without such notice – and an opportunity to inspect the facility
35 before construction – the pole owner’s only recourse would be to inspect the overlashed
36 facility after the overlashing was done and seek a penalty or remedy if the facility was
37 overlashed in breach of safety, reliability, engineering or make ready requirements. That
38 is an ineffective way of ensuring the proper use of the poles, which can directly affect the
39 public safety. As a pole owner, Ameritech should have the ability to initially ensure that
40 the overlashed attachment will not present safety issues and that any necessary make-
41 ready work is done before the additional facility is overlashed.

42 Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

43 A. Yes, it does.